



# COLLECTIVE BARGAINING AGREEMENT

between

TOWN OF ANDOVER

and

ANDOVER POLICE SUPERIOR OFFICERS ASSOCIATION,  
NEPBA LOCAL 99

July 1, 2016 – June 30, 2019

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**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN  
TOWN OF ANDOVER  
AND  
ANDOVER POLICE SUPERIOR OFFICERS ASSOCIATION  
NEPBA LOCAL 99**

**JULY 01, 2016 – JUNE 30, 2019**

**PREAMBLE**

THIS AGREEMENT entered into by the Town Of Andover, hereinafter referred to as “the Employer” or “the Town”, and the Andover Police Superior Officers Association, hereinafter referred to as the “Association”, has as its purpose to provide recognition of the administrative and supervisory responsibilities and duties of the Sergeants and Lieutenants in the Andover Police Department, to promote harmonious relations between the Employer and the Association, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE 1  
RECOGNITION

The Town Of Andover recognizes the Association as the exclusive bargaining representative for wages, hours and conditions of employment of all Lieutenants and Sergeants of the Andover Police Department excluding: the Chief; Patrolmen; and all other Officers and Employees of the Department; pursuant to State Labor Relations Commission certification in Case No. MRC 4175 dated 12/9/92.

ARTICLE 2  
MANAGEMENT RIGHTS

Except as specifically limited, abridged or relinquished by the express provisions of this Agreement, the Town of Andover and the Andover Police Department retain all rights and authority it had prior to the issuance of this Agreement either by law, custom, practice, usage or precedent to manage, direct, and supervise the scope and manner in which all operations of the Andover Police Department including but not limited to the right to assign and transfer employees; the right to make reasonable rules, regulations and operating procedures for the conduct of employees; the right to determine Town and departmental policy all as the Town of Andover and the Andover Police Department may from time to time deem appropriate and necessary for maintaining efficient and proper operations of the department and be within the best interests of the Town of Andover and the public provided that the exercise of management rights shall not be contrary to law.

ARTICLE 3  
NO STRIKE

The Sergeants and Lieutenants, both collectively and individually, agree that they will not directly or indirectly authorize, approve of, participate in, or in any way instigate or encourage any job action against the Town of Andover or the Andover Police Department by any of its employees including any strike, work stoppage, slow-down, sick-out, or the withholding of services including overtime service from the department or other agency of the Town of Andover as may be lawfully required which is or related to a job action.

ARTICLE 4  
GRIEVANCE AND ARBITRATION

Section 4.1 A grievance shall be defined as meaning disputes or disagreements concerning the interpretation, application, or alleged violation of the expressed terms of this Agreement.

Section 4.2 A grievance shall be processed in the following manner:

Step 1. Grievances shall be first orally presented by the employee and/or the Superior Officers collectively to the employee's supervisor. An earnest effort shall be made within the next 48 hours after filing of the grievance to adjust the grievance in an informal manner. If in the case of a Sergeant being the subject aggrieved and it is not settled by the immediate supervisor, then it should go to the Division Commander prior to Step II. The grievance shall be submitted by the grievant within 48 hours of decision from the employee's supervisor.

Step II. If the Grievance is not resolved in Step I, the grievance shall be reduced to writing and presented to the Chief of Police within seven (7) working days of the occurrence of the incident on which the grievance is based. The Chief may meet with the Grievance Committee, with the employee (s) involved within seven (7) working days excluding Saturday, Sunday and holidays, from the time the grievance is received by him to discuss and attempt to adjust the grievance; and he shall answer the grievance within seven (7) calendar days after the closed of the meeting, or after the meeting is refused.

Step III. If the employee is not satisfied by the decision of the Chief or if the grievance remains unadjusted, it shall be presented in writing to the Town Manager or his designee within five (5) calendar days after the response of the Chief of Police is due. The grievance appeal shall set forth the basis of the appeal and the specific sections of this Agreement which have been violated, misinterpreted or misapplied. The Town Manager or his designee shall meet within seven (7) working days, excluding Saturday, Sunday and holidays, of receipt of the grievance with the grievant, another member of the Association, the grievant's representative and such other persons are reasonable necessary to resolve the matter. The Town Manager shall decide the grievance based upon the oral or written information as supplied and/or any further materials reasonably requested by the Town Manager. The Town Manager or his designee shall notify the grievant and the Association of his decision in writing within seven (7) working days of said meeting.

Step IV. If the grievance remains unresolved, the Association, and only the Association, shall within fifteen (15) days after the Step III answer is received or the date on which said answer is due, whichever first occurs, have the right to submit the matter to arbitration. Submission to arbitration shall be accomplished by mailing the grievance, postage prepaid, to the American Arbitration Association or a mutually acceptable third party arbitrator, with a copy to the Town Manager. The arbitration shall be conducted pursuant to the then existing rules of procedure of the American Arbitration Association. The costs of the arbitrator's services and

any fees of the American Arbitration Association shall be shared equally by the parties. The decision of the arbitrator shall be final and binding, subject to the provisions of General Laws, Chapter 150C, provided that the arbitrator shall not alter, amend, add to, or subtract from the provisions of this Agreement. Notwithstanding any contrary provisions of this Agreement, the following matters shall not be subject to the arbitration provisions of the Agreement:

1. Any matter that is outside the express terms of this Agreement or matters subject to Civil Service or Retirement Board Laws, Rules, or Regulations, except as in Item 2 below.
2. Any matter involving the suspension, dismissal, removal, or termination of an employee unless the employee and the Association elect arbitration as the exclusive remedy pursuant to General Laws, Chapter 150E, Section 8.

Section 4.3 A grievance shall be deemed waived unless submitted at each step by the aggrieved employee and/or his representative within the time limits provided herein. The Town shall make every reasonable effort to respond in a timely fashion as outlined herein.

Section 4.4 Time limits may be extended by mutual agreement of the parties in writing.

Section 4.5 A group grievance concerning three (3) or more officers may be submitted at Step II.



ARTICLE 5  
COMPENSATION

<u>Section 5.1</u>	<u>Sergeants</u>	<u>Lieutenants</u>
Compensation		
Salary Increase Effective July 01, 2016:	2.0%	2.0%
Salary Increase Effective July 01, 2017:	1.5%	1.5%
Salary Increase Effective July 01, 2018:	2.0%	2.05%

Effective January 1999: Any member of the Andover Police Department who is promoted to Sergeant and is represented by his Collective Bargaining Agreement shall be compensated with the Following salary schedule:

Any Sergeant who is classified in the Q199 pay schedule, who subsequently is promoted to Lieutenant shall be compensated under the existing RA Salary schedule for Lieutenants.

For Sergeants on the Q199 schedule working in the capacity of a Shift Commander this RA99 schedule shall be used when working in the capacity of a shift commander as stipulated in section 7.4.

Effective July 1, 2013, Sergeants with 15+ years in service with the Town of Andover shall be compensated at \$2,250 above the Q4 rate commencing on their anniversary date. All Sergeants must go through steps 1-4 prior to being eligible to receive the \$2,250.00.

Sergeant Salary Schedule

SALARY SCHEDULE EFFECTIVE JULY 1, 2016 - 2.0% INCREASE

RANK	STEP (1)	STEP (2)	STEP (3)	STEP (4)
SERGEANT	\$69,798.60	\$70,888.98	\$71,980.38	\$73,069.74

SALARY SCHEDULE EFFECTIVE JULY 1, 2017 - 1.5% INCREASE

RANK	STEP (1)	STEP (2)	STEP (3)	STEP (4)
SERGEANT	\$70,845.58	\$71,952.31	\$73,060.09	\$74,165.79

SALARY SCHEDULE EFFECTIVE JULY 1, 2018 - 2.0% INCREASE

RANK	STEP (1)	STEP (2)	STEP (3)	STEP (4)
SERGEANT	\$72,262.49	\$73,391.36	\$74,521.29	\$75,649.11

Lieutenant Salary Schedule

SALARY SCHEDULE EFFECTIVE JULY 1, 2016 - 2.0% INCREASE

RANK	STEP (1)	STEP (2)
LIEUTENANT	\$89,460.12	\$92,474.22

SALARY SCHEDULE EFFECTIVE JULY 1, 2017 - 1.5% INCREASE

RANK	STEP (1)	STEP (2)
LIEUTENANT	\$90,802.02	\$93,861.33

SALARY SCHEDULE EFFECTIVE JULY 1, 2018 - 2.0% INCREASE

RANK	STEP (1)	STEP (2)
LIEUTENANT	\$92,618.06	\$95,738.56

Section 5.2 The Town shall attempt to maintain the existing differential between ranks.

Section 5.3 Night Shift Differential

Effective July 1, 1994                      Early Night Shift              8%

   Late Night Shift              9%

Shift differential will be considered part of base pay for retirement computations.

**Section 5.4 Call Back Pay** When a Superior Officer, excluding Commanders, leaves work from his assigned tour of duty and he is called back to work by the Chief or the Superior Officer in charge to perform work on behalf of the Department as a police officer for other than completion of work from the tour of duty, the Superior Officer shall be paid a minimum of four hours work at time and one half his regular hourly rate of pay. For completion of work left undone or in error, or of work preceding the assigned tour of duty or for continuation of work beyond the assigned tour of duty, overtime compensation shall be provided only for the actual number of hours worked computed to the next nearest quarter hour.

**Section 5.5 Differentials** The Chief may designate one division commander as a confidential employee as specified in Chapter 150E Section 1 of the Mass Public Employee Collective Bargaining Law. Said designated employee will still retain all rights as specified in the Superior Officers Association Agreement.

The position of Executive Officer will be selected from the ranks of the Superior Officers Association with a preference given to the rank of Lieutenant.

- a. The assignment of Executive Officer will be selected from ranks of the Superior Officers Association with a preference given to the rank of Lieutenant. This assignment shall be within the exclusive discretion of the Police Chief and shall not be subject to grievance arbitration.
- b. When a Sergeant is assigned as Executive Officer, the Town shall offer Lieutenants' overtime first to all Lieutenants, then all Sergeants, and lastly to the Executive Officer.
- c. The stipend for any Sergeant selected after the execution of this Agreement to serve as Executive Officer will be 18% above the top step base pay of a Sergeant under Article 5.5 of the collective bargaining agreement.
- d. In the event the Town decides a reduction of force is necessary, prior to a reduction in rank of Lieutenant, the Town will first eliminate the position of Executive Officer. This agreement in no way requires that the Town maintain a particular

level of staffing. Should the Town determine that further reductions are necessary, as is its management right to do so, the parties will thereafter bargain in the normal course as dictated by GL c.31. Upon reinstatement of laid-off employees to their rank, the Town may fill the Executive Officer Specialty position in its sole discretion.

Division Commanders -	18% of base Lt. RAD grade Commanders may work Lieutenants shifts after all other Lieutenants refuse. They may also work Sergeants shifts after all Sergeants and Lieutenants refuse the offered shift.
Court Supervisor -	10% of employee's base pay
Training Supervisor -	5% (2 days per week) of employee's base pay 10% (4 days per week) of employee's base pay
Detective Lieutenant -	10% of base pay for Lieutenant – excluding Division Commanders
Detective Sergeant -	10% of employee's base pay
Photographer -	\$900. (Designated Departmental)
Records Division -	10% of employee's base pay
F.B.I. Academy	
N.A. Graduate	5% of the RAC grade
Or any other specialty positions created by the Chief of Police shall be discussed with the bargaining unit regarding compensation, etc.	

## ARTICLE 6

### HOURS OF WORK

Section 6.1 The hours of work for Superior Officers assigned to patrol shall be regularly scheduled as follows:

0800 hours to 1600 hours

1600 hours to 2400 hours

2400 hours to 0800 hours

Exceptions to this schedule may be made by the Chief because of special or unusual circumstances. Should the Chief determine to establish a regular shift other than as stated herein, he shall notify all Superior Officers in writing thirty (30) calendar days in advance of the change and a meeting shall be arranged with the Superior Officers to explain the necessity for the change.

Section 6.2 The so-called 4 and 2 work schedule shall be operative in the Police Department. This schedule provides that a Superior Officer assigned to Operations Division shall work four (4) consecutive days and have two (2) consecutive days off, thereafter on a six-week rotation cycle.

Beginning in November 1995, the Department's work schedule for Superior Officers shall be opened annually during the month of November to allow the Superior Officers an opportunity to indicate their choice of shift. The new schedule shall be effective the first Sunday of February of each year or as soon thereafter to coincide with the start of a work week.

Shift selection will be based on a combination of the following:

- 1) Performance Evaluation
- 2) Seniority within rank

Prior to the final shift posting the employee will meet with his/her supervisor and the Operations Commander to review the evaluation and to discuss shift assignment. Vacancies in shifts shall be filled in a like manner.

If it is necessary for the Chief to assign a Superior Officer to the day shift and that shift is different from what that officer would have received from the shift selection process, then that officer shall receive a differential of 10% on his/her base pay unless said assignment is for temporary, remedial, or disciplinary reasons.

The final decision in making shift assignments and filling of shift vacancies rests with the Chief.

Section 6.3 All specialty assignments shall be made exclusively by the Chief of Police. Superior Officers with five (5) and two (2) assignments shall receive two (2) additional days off with pay every six (6) weeks.

Employees are encouraged to take the accumulation days in the fiscal year in which they are earned. Employees can carry-over a maximum of 5 days from one fiscal year to the next.

Section 6.4 Shifts as assigned pursuant to Section 6.2 shall be posted and shall not be changed without seven (7) days written notice, except in an emergency.

Section 6.5 Employees covered under this agreement may take accumulated time off in  $\frac{1}{4}$ ,  $\frac{1}{2}$  or full days off. If an employee takes a  $\frac{1}{4}$  day off it must be at the start or end of his/her scheduled shift. Filling of  $\frac{1}{4}$  day off on an overtime basis (should the  $\frac{1}{4}$  day need to be filled) will only be paid for the actual time worked (2 hours) at the Superior Officers own overtime pay rate. The minimum 4 – hour call back does not apply for  $\frac{1}{4}$  day usage.

## ARTICLE 7

### OVERTIME

Section 7.1 All time worked in excess of the regularly scheduled hours shall be compensated at the rate of time and one-half the Superior Officers' F.L.S.A. hourly rate except in the case of special leave, court time, and extra paid details and as otherwise provided for within this Agreement, all of which shall be compensated for as provided by this Agreement.

Section 7.2 Superior Officers' overtime will be distributed among officers according to rank pursuant to a chart wherein the Lieutenant and Sergeant with the lowest number of overtime hours, who is not working, shall be given first opportunity to work; and if none is available, to other Lieutenants or Sergeants who are not scheduled for overtime hours.

Sergeants and Lieutenants who are assigned to the Detective Division are eligible to work private details and shifts.

For purposes of determining the fair and equitable distribution of overtime hours worked, overtime refusals shall not be counted and separate overtime lists shall be maintained for each period. New lists of total overtime hours worked shall begin on the first Sunday of January and July of each calendar year.

Section 7.3 In the event that an overtime shift cannot be filled on a voluntary basis, the supervisor of the same rank with the lowest number of hours shall be mandatoried. In the event that a supervisor of the same rank is unavailable or unable to work then the next available supervisor from either rank shall be mandatoried.

Nothing in this Article shall prevent the Department from requiring overtime in emergencies or as the needs of the service require as determined by the Chief.

Section 7.4 Sergeants acting as Shift Commanders will receive compensation for those shifts at the rate of the lowest Lieutenant with identical time and grade and Quinn Bill status. A \$50.00 stipend per shift will be provided when a Superior Officer is working alone as the Shift Commander in consideration for the Shift Commander not being able to leave the station except for emergency situations.

Section 7.5 Effective the date of the signing of this contract the following schedule for filling overtime will apply:

1-9 Shift      fill to maintain two (2) supervisors when two (2) are scheduled to work on Friday, Saturday, and Sunday.

9-5 Shift      fill to maintain two (2) supervisors when two (2) supervisors are scheduled to work Monday through Friday and fill to maintain one (1) supervisor on weekends. This does not apply to filling the Training Officer position.

5-1 Shift      fill to maintain two (2) supervisors at all times.

A \$50.00 stipend per shift will be provided when a Superior Officer is working alone as the Shift Commander in consideration for the Shift Commander not being able to leave the station except for emergency situations.

Section 7.6 If in the event the Chief of Police determines that in the assignment of paid detail and/or overtime work the assigning officer failed to make a reasonable effort to assign the paid detail or overtime work according to the rotation chart and determines that a grievance filed pursuant to the provisions of Articles 7 and 9 of this Agreement is justified, the Chief may award compensation at the applicable rate of pay for up to 4 hours in the case of paid detail work and 8 hours in the case of overtime work.

## ARTICLE 8 COURT TIME

Section 8.1 A Superior Officer on duty at night or on vacation, furlough, or on a day off, who attends as a witness or in another capacity for or on behalf of the Commonwealth or the Town in a criminal, civil or other matter pending in any court, or before any grand jury proceeding, or in conference with a District Attorney or Assistant District Attorney, or at any pre-trial court conference, or any other related hearing or proceeding, or who is required or requested by any city, county, town, state or the federal government, or any subdivision or agency of any of the foregoing, to attend or appear before any department, agency, board, commission, division, authority, tribunal, or official of the state or federal government, or subdivision or agency of either of such governments, or who attends as a witness or in another capacity for or on behalf of the government of the United States, the Commonwealth or the Town in a criminal or other matter pending in a Federal District Court, or before a Federal Grand Jury proceeding, or a United State Commission, or in conference with a United States Attorney or Assistant United States Attorney, or any Federal Court pre-trial conference, or any other related hearing or proceeding directly or indirectly related to employment with the Andover Police Department and not personal in nature, shall be entitled to and shall receive overtime compensation for every hour or part



thereof to the nearest quarter hour during which he was in such attendance or appearance; but in no event shall such compensation be less than four (4) hours pay on an overtime basis; provided, however, that if he so attends or appears, during any one day, on more than one such occasion, he shall be entitled to such additional pay from the time of such last attendance or appearance on such day; provided, further, that if any such occasion occurs on a holiday which falls on an employee's day off, or during his vacation, the employee shall receive the additional pay due as provided under the Holiday and Vacations provisions of this Agreement. Effective October 10, 2008, an officer appearing in a court that is equal to or greater in distance from the Andover Police Department to the Salem Superior Court shall be paid at time and one-half with a minimum of 6 hours.

Section 8.2 Attendance to any of the tribunals and being released upon appearance at any of the tribunals not being held for trial, shall entitle the officer to four (4) hours pay at the rate of time and one-half.

Section 8.3 All court time, except for trials, will be eliminated except on the specific request of the court officer, at which time a four-hour minimum will be maintained.

## ARTICLE 9 PAID DETAILS

Section 9.1 Paid details will be distributed among the officers pursuant to a chart wherein the officer with the lowest number of detail hours who is on his day off shall be given first opportunity to work, and if none is available, to other officers. Detail refusals shall not be counted as detail hours worked. For purposes of determining the fair and equitable distribution of details, new lists of detail hours worked shall begin on January 1 and July 1 as in Article 10, Section 2.

All employees who shared in paid detail opportunities prior to this Agreement shall continue to share in their fair and equitable distribution.

**Section 9.2** Paid details shall be paid in accordance with General Laws, Chapter 44, Section 53C (St. 1970, c. 344). Employees shall receive a minimum of four (4) hours' compensation per detail at the following paid detail rates:

- a. Effective July 1, 2015, the detail rate shall be \$40.00 per hour for details where the work is performed by any Town department (including the Andover Public Schools), \$45.00 per hour for any Town hired contractor being paid from Town accounts, and \$50.00 per hour for all other details.
- b. Effective July 1, 2009, non-Town and non-School details shall be compensated at time and one-half the regular hourly detail rate for Saturday and Sunday work, as well as night hours worked between 5 pm and 7 am, Monday through Friday. This time and one-half the regular detail rate shall not be cumulative with the rates provided under subsection (c) or (d) and Section 5.
- c. Details on all listed holidays, and after 6:00 p.m. on 12/24 and 12/31, non-Town, non-School, shall be 2 1/2 times the regular detail rate.
- d. If a detail goes beyond 4 hours but less than 8 hours, the officer shall be compensated for 8 hours' pay. The detail rate will be time and a half the current rate for any detail greater than 8 hours rounded to the next hour. Any detail that starts in the morning and goes past twelve noon will be compensated by 8 hours' pay.

**Section 9.3** An officer designated as "in charge" of a paid detail of four (4) or more officers (i.e., the total detail includes a minimum of four (4) officers), where no superior officer is working said detail and the Chief or his designee determine that supervision on the detail is necessary, shall be paid the time and one half detail rate. This does not apply to Town of Andover functions for either Town or School Departments.

**Section 9.4** Exceptions to this procedure may be made at the discretion of the Chief of Police should the security of the Department be involved or the person requesting the detail specifically in writing indicate a refusal to accept a particular officer. If safety of the public should be involved, then the Chief of Police or his designee may declare the detail a priority

job that must be filled first. The Chief reserves the right to determine whether an assignment should be worked as a paid detail or as over-time based on public safety needs.

Section 9.5 Hazardous Duty, when at the expense of an employer other than the Town of Andover, shall be paid at a rate of twice (2x) the detail rate. Hazardous Duty will be defined as any strike, picketing, protesting, demonstration, march or related activity that is marked by danger or is perilous in nature. The final decision of Hazardous Duty will be determined by the Chief or his designee.

If a Hazardous Duty detail goes over eight (8) hours, it shall be time and one half the Hazardous Duty rate. Paid detail hours involving Hazardous Duty shall be maintained on separate lists for the periods January 1st through June 30th and July 1<sup>st</sup> through December 31<sup>st</sup> for purposes of determining the fair and equitable distribution.

Section 9.6 Officers eligible to work details may not accept a detail if they have worked 36 detail hours in that work week. For purposes of this section the work week shall be from 0001 Hours on Sunday to 2400 hours on Saturday. Officers may accept details even if it puts them over the 36 hour limit as long as when they accept said detail they are under the 36 hour limit. Exceptions to the 36 hour detail limit may be made with permission of the Chief of Police or his designee.

Section 9.7 A joint committee may be established consisting of three (3) representatives of the Town and three (3) representatives of the Union, for the purpose of developing a Town policy with respect to when details should be required on roadwork. The final decision as to any such policy shall remain within the exclusive judgment of the Town and shall not be subject to grievance and arbitration.

Section 9.8 The Town agrees to continue to honor the Town Manager's Administrative Directive 78-1, originally dated August 29, 1978, and subsequent revisions. Specifically but not limited to Section II.1 requiring police officers on or next to public ways as listed in Section III and Section II.2 giving the Police Chief or his designee the authority to determine whether a police officer is needed on any public way. In the event that a police

officer is unavailable, the Chief of Police or his designee may allow auxiliary police officers, special police officers, Andover Firefighters, other police agencies, or flag men to perform the detail operations.

## ARTICLE 10 SENIORITY IN GRADE

Section 10.1 Seniority in grade shall be based upon continuous, full time service with the Andover Police Department measured from the last date of promotional appointment to the Department as a Sergeant or Lieutenant whichever applies. For specific application see Article 6 Hours of Work and Article 12 Vacation.

## ARTICLE 11 HOLIDAYS AND DAYS DUE

Section 11.1 The following eleven (11) days shall be considered paid holidays: New Year's Day, Martin Luther King, Jr.'s Birthday, President's Day, Patriot's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. Holiday pay shall be the individual's hourly rate times eight (8) hours and shall be paid to each employee in addition to his weekly salary, whether he worked the holiday, was on vacation, emergency leave, injury leave, ordered military leave, or excused absence, including sick or funeral leave.

Effective from July 1, 2016 through June 30, 2018, if a Superior Officer works a 1600-2400 shift on the eve of Thanksgiving he/she is entitled to receive a compensatory Holiday due equal to the hours worked, which must be used in the same fiscal year as accrued and only with preapproval from the Chief of Police or designee at least four days in advance, and may not be carried over. Effective starting July 1, 2017, if a Superior Officer works any shift on the eve of Christmas or New Years he/she is entitled to receive a compensatory Holiday due equal to the hours worked, which must be used in the same fiscal year as accrued and only with preapproval from the Chief of Police or designee at

least four days in advance, and may not be carried over. Effective starting July 1, 2018, if a Superior Officer works any shift on the eve of Thanksgiving he/she is entitled to receive a compensatory Holiday due equal to the hours worked, which must be used in the same fiscal year as accrued and only with preapproval from the Chief of Police or designee at least four days in advance and may not be carried over. The Police Chief has the right, at his discretion, to allow these Holiday due hours to be cashed out in the final year of employment; the Chief's decision to exercise or not exercise such discretion and the number of hours cashed out shall not be subject to grievance and arbitration, and the Chief's decision to allow these Holiday due hours to be cashed out shall not create a practice or establish any precedent.

Section 11.2 When a superior officer's scheduled day of work falls on a holiday listed above, and they work that holiday, they may have the option of choosing the extra holiday pay at the rate of time and a half or they may choose to accrue compensatory time off (or so-called Days Due) in lieu of the extra holiday money. This compensatory time off will entitle the superior officer to one (1) eight-hour work day off for every holiday worked. When a superior officer works an extra eight-hour shift on a holiday, he/she shall receive a Holiday Due as well as time and one half for the shift worked. When a superior officer works a swap on the holiday, he/she shall receive the Holiday Due for that shift. A superior officer shall notify the Office of the Chief of Police at least seven (7) days prior to the scheduled holiday if said superior officer wishes the extra holiday money instead of the compensatory time off.

Superior officers assigned to the 5 and 2 administrative schedule shall have the option of working the day and having a compensatory day off as outlined in this article or have the option of taking the day off as a holiday. This does not apply to holidays that fall on weekend days (Saturday or Sunday).

If a holiday falls on a day that the Superior officer is scheduled to work but he/she takes the full week off (Sunday through Saturday) he/she will be allowed to take the holiday off in lieu of the holiday due that he/she would have earned.

Section 11.3 If a Superior Officer is mandatoried on his/her scheduled day off or on a holiday, then the Superior Officer shall be entitled to a compensatory day off.

Section 11.4 Employees are encouraged to take holiday dues in the fiscal year in which they are earned. Employees can carryover a maximum of 10 days from one fiscal year to the next.

Section 11.5 If the president of the Relief Association is a member of the Superior Officer Association he/she is entitled to one day off to attend Ball or Business related there to.

Section 11.6 If a Superior Officer is attending Founders Day and is scheduled to work during that time, he/she will be allowed the day off at no cost to the officer.

Section 11.7 Members may individually elect (by notifying the Chief in writing by July 1<sup>st</sup> of each fiscal year) to have the value of all eleven (11) of their paid holidays per Article 11 of this agreement deposited into a 457 retirement plan in the member's name at the end of the fiscal year in June, instead of having those days paid to them as they occur throughout the course of the year. [Note; As of January, 2013 the IRS limits the maximum annual contribution an employee can make to his/ her 457 plan to \$17,500 + an additional \$5,500 for those over 50 years of age. When an employee's total elected deposits would exceed the IRS maximum, the balance will be paid out to the employee in the form of a cash payment in his/ her paycheck.]

## ARTICLE 12

### VACATIONS

Section 12.1 All employees covered by this Agreement shall be entitled to the following vacation time:

After one (1) year of Continuous service	10 days
After five (5) years of Continuous service	17 days
After ten (10) years of Continuous service	25 days

After fifteen (15) years of Continuous service

30 days

Employees hired on or after July 1, 2015 shall be entitled to the following vacation time:

After one (1) year of Continuous service 10 days

After five (5) years of Continuous service 15 days

After ten (10) years of Continuous service 20 days

After fifteen (15) years of Continuous service 25 days

After twenty (20) years of Continuous service 30 days

Employees hired on or after July 1, 2015 shall not be entitled to any additional vacation leave beyond 30 days after the applicable years of continuous service.

After 25 years of Continuous service: 1/2 day per year for each year after 25

Year 25 You would receive 6 weeks + 1/2 Day

Year 26 You would receive 6 weeks + 1 Day

Year 27 You would receive 6 weeks + 1 1/2 Days

Year 28 You would receive 6 weeks + 2 Days

Year 29 You would receive 6 weeks + 2 1/2 Days

After 30 Years of Continuous Service: 1 additional day per year for each year of service

Year 30 You would receive 6 weeks + 3 1/2 Days

Year 31 You would receive 6 weeks + 4 1/2 Days

Section 12.2 The vacation period shall commence on July first and shall terminate June thirtieth, excluding the weeks of Christmas and New Year, unless an employee is not scheduled to work at any time of the day or night of New Year's Eve and New Year's Day or unless an employee is not scheduled to work at any time of the day or night of Christmas Eve or Christmas Day, or if arrangement has been made with a fellow Superior Officer to fill in for him at said time, subject to the prior approval of the Chief.

Section 12.3 Upon termination of active employment, the Superior Officer shall receive payment on a pro rated basis equal to the amount of vacation pay he would have received had the termination not occurred. If termination is caused by death, such payment shall be made to the employee's beneficiary as specified in his State Retirement Plan.

Section 12.4 For the purposes of this Article, a week's vacation shall be computed as five (5) days of work for each week of vacation.

Section 12.5 Summer vacation leave periods shall be allocated in accordance with employee seniority, within ranks, which seniority shall be determined in accordance with the provisions of Article 10 (Seniority). The summer vacation period shall begin on the first Sunday in June and shall end on the Saturday following Labor Day. Subject to the needs of the Department, employees entitled to vacation shall, at their request, receive no less than two (2) weeks' vacation during such summer vacation period.

In an effort to allow personnel to have their scheduled days off it is necessary to review and modify the previous practice of time off for shift and support Lieutenants and Sergeants.

Two lieutenants and two sergeants assigned to the uniform shifts excluding Court/Special Services Sergeant, Detective Sergeant, Special Services Lt. and Training Sergeant, may be off on any day. Time off will include vacation days, holiday days due, and accumulation days. Extended sick time shall not be included in the count. This applies for entire vacation year.

Weeks of vacation shall take precedence over single days. During weeks of vacation days off shall be counted as days when officers are on vacation and preclude one from taking time off if the numbers are above those allowed.

Once all scheduled time off has been filled additional supervisors may secure someone to work for them and take time off.

Section 12.6 If an employee is out of work on "injured leave" when he is scheduled to be on vacation, he shall remain on injured leave and shall be entitled to his vacation after he returns to work.



Section 12.7 If an employee who qualified for a vacation is unable to work, such employee may be allowed to take his vacation during the period of such sick leave.

Section 12.8 An employee's vacation eligibility shall be determined by the employee's total length of full-time Town employment.

Section 12.9 Employees shall be allowed to carry over three (3) weeks (15 days) of their vacation entitlement beyond June 30<sup>th</sup> but must take such weeks prior to the next December 31<sup>st</sup> or lose such entitlement.

Section 12.10 The Chief or his designee will post the summer vacation schedule by the second Monday of January. At that time superior officers will be entitled to select a maximum of two (2) weeks of vacation time during the scheduled vacation period. Said picks will be determined by seniority within rank according to article 10 and each superior officer (within ranks) will have a maximum of four (4) calendar days to indicate his or her choice of summer vacation pick. The failure of an officer to make a vacation pick within the designated four days will allow the next senior ranking officer to make his or her selection in the same manner as heretofore described.

At the conclusion of the selection of vacation weeks, the summer vacation picks will be posted on later than the third Wednesday of February. If at that time there are still summer vacation weeks available, then officers may indicate his or her selection for a third or fourth week of summer vacation, again, in the same manner as described.

Section 12.11 When an Officer takes a full week vacation during the summer vacation period as defined in Article 12.5 and a holiday falls within that week and not on the officers scheduled day off, then that officer will not be charged a vacation day for that holiday but will utilize the holiday due he/she would have received had he/she actually worked the holiday.

ARTICLE 13  
MILITARY LEAVE

Section 13.1 For training requirements an officer will be allowed up to thirty (30) Military Leave days without being required to submit any reimbursement of money to the Town. Any Military Leave which is in excess of the said thirty days will require the officer to submit his/her Military Leave Earning Statement (LES) in order to reimburse the Town. The Police Chief has the right, at his discretion, to award additional military days; the Chief's decision to exercise or not exercise such discretion and the number of additional days awarded shall not be subject to grievance and arbitration, and the Chief's award of additional military days shall not create a practice or establish any precedent. The Town's obligation will be to make up the difference between the officer's military base pay and his/her regular weekly rate of pay. Officers who work in excess of eight (8) days in a row because their military training falls on their scheduled days off, are allowed to use up to two Military Leave Days during the week preceding or following their military training. All officers attending military training will submit a copy of their military orders to the Department when they are issued.

Section 13.2. If an officer who is a member of a reserve military unit is called to active duty, the Town will pay said officer the difference between his/her military base pay and the officer's regular weekly rate of pay. In addition, the Town will maintain its share of either an individual or family (whichever should apply) medical coverage for the term of the officer's call to active duty. Officers will be required to submit copies of their Military LES as they become available. The Chief may allow vacation carry-over in excess of allowances noted in this collective bargaining agreement. Any excess vacation time must be used within twelve (12) months of the officer's return to duty. This section is meant to supplement the Soldier's and Sailor's Relief Act of 1984 and it is not meant to replace it or any other Federal or State benefit.

Section 13.3. Officers and the Town will comply with the Town of Andover Military Service Policy that conforms with the USERRA Charter 708 of the Acts of 1941 and relevant provision

of the Massachusetts General Laws, with respect to employment, re-employment and protection of benefits during military service.

ARTICLE 14  
PERSONAL LEAVE

Section 14.1 Each employee shall receive two (2) non-accumulative personal leave days in each fiscal year.

ARTICLE 15  
INJURY LEAVE

Section 15.1 When a Police Officer is incapacitated for duty because of injury or illness sustained in the performance of duty (including paid detail duty) without fault of his/her own, he/she shall be granted leave without loss of pay in accordance with M.G.L. Chapter 41, Section III F and will be indemnified for reasonable and customary expenses in accordance with M.G.L. chapter 41 Section 100, subject to the provisions outlined below and pursuant to the Department's Injury on Duty Policy.

Section 15.2 Employees must notify the department of any on-the-job injury as soon as it occurs or as soon thereafter as possible. Whenever possible, the injured employee's supervisor should be called to the scene.

Section 15.3 Determination of IOD Status. The determination of eligibility for IOD status in accordance with M.G.L. Chapter 41, Section 111F shall be made by the Town Manager or his/her designee. Prior to the approval of eligibility for benefits under this section, the Police Officer may be placed on non-occupational sick leave. If during the period in which the Town is determining eligibility for injured on duty status the employee exhausts his/her banked non-occupational sick leave, and the delay in making the

determination is not unduly caused by an act or omission of the employee, the Town will provide the employee with additional sick leave up to the date of determination. If the request for benefits under this section is approved, the period of the non-occupational sick leave shall be converted retroactively to Injured on Duty status.

Section 15.4 Physical/Psychological Examinations. The Town may require a Police Officer who request benefits under this section to submit to physical or psychological examinations, at the expense of the town, prior to being placed on IOD Status and at reasonable intervals once such status has been granted. Such examinations may include the assessment of incapacity, diagnosis, prognosis and causation. Such examinations will be conducted by a physician who is Board certified or is a specialist in the field, which is directly related to the illness/injury for which benefits are sought.

Section 15.5 As a condition of receiving benefits under C. 41, § 11 IF or reimbursement of medical expenses under C. 41, § 100, the employee shall sign a release to the Town for all hospital and medical records which are relevant to the determination of eligibility for such benefits. All employee medical information will be kept strictly confidential as provided by all applicable laws.

Section 15.6 Disputes involving eligibility for benefits under this Article shall be resolved under the grievance - arbitration provisions of this Agreement.

Section 15.7 Medical Case Management. The Town or its designed occupational health consultant will review all requests for indemnification of medical expenses and will make payment for indemnification of medical expenses and will make payment for reasonable and customary charges.

## ARTICLE 16

### SICK LEAVE

Section 16.1 Employees hired prior to July 1, 2013 will be credited with sick leave at a rate of one and one quarter (1¼) days for each month of service to a maximum of two hundred (200) days. Employees hired on or after July 1, 2013 will be credited with sick leave at a rate of one (1) day for each month of service to a maximum of one hundred and fifty (150) days. Effective January 1, 2009, sick leave days earned for all employees over the course of the previous twelve (12) month period will be permanently valued at the member's daily rate of pay in effect as of the first payroll calendar year [daily rate of pay= weekly rate/ 37.5 x 8]. Any sick leave used or sold back during the course of the year will be deducted from the member's accumulated sick leave balance in the order of the newest to oldest days earned. Any accumulated sick leave balance on the books as of the last payroll of December 2008 will be valued at the employee's daily rate of pay in effect as of the first payroll of January 2009. [Note: the valuation of sick days as specified in this section is not applicable when an employee uses them for sick leave.]

Section 16.2 Sick leave shall be used only for the necessary absence of an employee as the result of his own sickness or injury, provided, however, should an emergency arise and a member of the employee's immediate family, as hereafter defined, become sick or ill, an employee may be excused from work, not to exceed two (2) days for each occurrence to be charged against accumulated sick leave, for the purpose of rendering emergency assistance to the sick or ill member of the employee's family. The Town may require a doctor's certificate substantiating that such illness exists. Said sick leave shall be charged against each employee's sick leave. Immediate family is defined as spouse, children, mother, father and relatives or significant other who reside permanently with the employee.

Section 16.3 If a pattern of sick leave abuse exists, of which the employee has been warned, the Town may take appropriate disciplinary action following an investigation by the Town Manager or his designee. Any employee absent for three (3) days or more, or absent the day before or day after any scheduled day off (including vacation periods) may be required by the Town to submit satisfactory proof of illness prior to receiving sick leave pay.

Section 16.4 Fitness for Duty The Town and the Superior Officers Association have an agreement for the referral to and conduct of fitness for duty medical exams unrelated to duty illness or injury. See Attachment "A" which is attached hereto and incorporated herein.

Section 16.5 Sick Leave Buy Back Effective July 01, 2008 members in the bargaining unit may buy back sick days in increments of five (5) days not to exceed twenty (20) days in any fiscal year. To qualify, a member must accrue and maintain a minimum of sixty (60) sick days prior to participation in the program. Members may elect to receive payment for the days bought back, or to have the value of those days deposited by the Town into a Town sponsored 457 retirement plan in the member's name, or any combination of the two (2) in increments of five (5) days (e.g., 5 days pay, 10 days into 457 plan, etc.).

To participate in this program, the Officer must notify the Chief in writing by the last Friday in May. Members who have used six (6) or more unexcused sick days during the fiscal year will not qualify to participate in this program. Sick leave buy-back payments and/or deposits shall be made in June of each fiscal year. Officers receiving payment under Article 22, Section 2 are not eligible for this sick leave buy-back program.

"Unexcused sick days" are any sick days taken by the officer, either individually or in succession, that are unsubstantiated by either a physician's written diagnosis of injury, illness, and/or recovery/therapy plan, or other legitimate reason as authorized by the Chief or his designee.

Section 16.6 Family and Medical Leave Act: Notwithstanding and conflicting provision of the Agreement, where an employee requires time off due to the serious illness of an immediate family member or other qualifying FMLA event, he/she will be entitled to a maximum of 12 weeks (26 weeks to care for a seriously ill or injured military service member) of unpaid FMLA leave. The Town may designate sick leave as FMLA leave, whether requested by the employee or not, and deduct from accumulated sick time, vacation or other accrued time to pay for what otherwise would be an unpaid leave.

ARTICLE 17  
SPECIAL LEAVE

Section 17.1 Each employee in the bargaining unit shall be granted special leave with pay for a day on which he is able to secure another employee to work in his place. This leave will be allowed, provided:

- A. Such substitution does not impose any additional cost to the Town with regard to the payment of salary and wages;
- B. Notification shall be given at least one (1) day in advance of its becoming effective, providing time is available for said notification; and
- C. Neither the employee nor the Town is to be held responsible for enforcing agreement pursuant to this Article between the employees.

ARTICLE 18  
BEREAVEMENT LEAVE

Section 18.1 In the event of a death in the immediate family of an employee, he shall be entitled to days of leave without loss of pay in order to make necessary arrangements and to attend to funeral or memorial services. Said leave shall not be charged to sick leave or vacation leave:

Spouse, significant other who resides	
With the employee or child:	6 calendar days
Parent or sibling:	4 calendar days
Mother-in-law, father-in-law, grand-	
Parent, brother-in-law, sister-in-law or	
Other relative residing with the employee:	2 working days

ARTICLE 19  
TERMINAL LEAVE

Section 19.1 An employee of the Town of Andover who becomes eligible for retirement under the State Retirement System and terminates his employment with the Town shall be entitled to pay for that portion of his unused accumulated sick leave, as follows:

- a. Employees hired prior to June 26, 2008, shall be entitled to a maximum Terminal Leave benefit of one hundred and twenty (120) working days after thirty (30) years of service or more, pro-rated for less years of service (See Article 16, Section 1 for the valuation of days).
- b. Employees hired between June 26, 2008 and June 30, 2013, shall be entitled to a maximum Terminal Leave benefit of one hundred (100) working days after thirty (30) years of service or more, pro-rated for less years of service (See Article 16, Section 1 for the valuation of days).
- c. Employees hired on or after July 1, 2013, shall be entitled to a maximum Terminal Leave benefit of seventy-five (75) working days after thirty (30) years of service or more, pro-rated for less years of service (See Article 16, Section 1 for the valuation of days).
- d. Employees hired on or after July 1, 2015, shall be entitled to a maximum Terminal Leave benefit of fifty (50) working days after thirty (30) years of service or more, pro-rated for less years of service (See Article 16, Section 1 for the valuation of days).
- e. Employees hired on or after July 1, 2016 shall be entitled to a maximum Terminal Leave benefit of twenty-five (25) working days after thirty (30) years



of service or more, pro-rated for less years of service (See Article 16, Section 1 for valuation of days).

Section 19.2 Upon cessation of active employment, the employee shall not accumulate sick leave, vacation, holidays or any other benefits. For the purposes of determining an employee's terminal leave payment, sick leave earned during his/ her final month of service shall be pro-rated based on the number of days the employee was on the payroll that final month.

## ARTICLE 20

### HEALTH AND WELFARE BENEFITS

Section 20.1 Health and welfare benefits provided in accordance with Chapter 32B shall be continued for the life of this Agreement at the present existing levels. For the term of this agreement, the Town will pay 65% of the PPO health insurance premium. The agreement entered into between the parties dated April 28, 2015 regarding health insurance plan design is subject to revision either by the Town invoking the provisions of G.L. c.32B §§21-23, or by negotiations pursuant to M.G.L. c.150E to the extent required by law. All members covered under this agreement who were hired after July 1, 2017 and who are enrolled in the employer's HMO health insurance plan shall be required to contribute thirty percent (30%) towards the premium cost for their employer provided health insurance benefits.

Members may participate in the Town's Flexible Spending Account (FSA) program and elect to have up to the IRS allowed maximum per year withheld from their paychecks for the purpose of covering health-related expenses with pre-taxed dollars.

Section 20.2 An employee's family members may be eligible for certain survivor benefits. The employee's family should inquire with the Department Head for a list of any possible benefits.

ARTICLE 21  
INCENTIVE PAY

Section 21.1 The Town agrees by the terms of this contract to implement the provisions of the police career incentive pay program of Chapter 835 of the Acts of 1970 (Chapter 41, Section 108L) per Town Meeting vote of April 5, 1983. Should the state discontinue funding its portion of Ch 41 Sec 108L; the Town shall maintain the full education incentive at the current rate.

Section 21.2 Courses other than those enumerated in Mass. General Laws Chapter 41, Section 108L must be approved by the Town Manger to be eligible for enumeration. The guideline for approving courses is whether such courses contribute to the field of police efforts and effectiveness of the Police Department. The range of acceptable programs includes not only criminal justice and law enforcement but also those in the field of sociology, psychology, English, mathematics, chemistry and other liberal art subjects as well as business administration, which potentially contribute to better police effectiveness.

a. Employees (hired prior to 7/1/11)

For any employee who has or obtains a degree from an accredited institution, the Town shall provide base salary adjustments for educational incentives at the following levels:

Associate's Degree:	10%
Bachelor's Degree:	20%
Master's or Law Degree:	25%

This benefit is available to all employees hired prior to July 1, 2011. It is the intent of the parties that all members with degrees as set forth above receive this benefit as part of their current compensation, and that any current employee hired prior to July 1, 2011 shall receive the benefit upon presentation to the Town of proof of their being awarded a degree by presenting an official transcript. The educational

incentive shall be part of the officers' weekly compensation calculation as is the current practice in the department prior to July 1, 2011.

b. New Employees (hired 7/1/11 and after)

For any new employee who has or obtains a degree from an accredited institution and provides an official transcript from said Institution shall be provided a yearly education incentive at the following levels:

**Superiors**

<b>Associate's Degree</b>	Annual education incentive of \$5500.00
<b>Bachelor's Degree</b>	Annual education incentive of \$10,500.00
<b>Master's or Law Degree</b>	Annual education incentive of \$15500.00

The incentive pay will be considered regular compensation for pension purposes. Officers who qualify for this benefit prior to July 1<sup>st</sup> of the first fiscal year shall receive the full stipend for that upcoming fiscal year (i.e. if an officer provides evidence of his/ her degree in June 2013, he/she will be entitled to receive the full stipend for FY14). Where an officer becomes eligible after July 1<sup>st</sup>, that officer's stipend shall be pro-rated (i.e. if an officer becomes eligible on January 1<sup>st</sup>, he/she will receive 50% of the stipend).

c. Not Contingent on G.L. c.41, Section 108L

This provision is purely a matter of contract between parties, and is in no way contingent upon G.L. c.41, sec. 108L. Therefore, this provision shall remain in effect in the future regardless of subsequent changes to Sec. 108L by the Courts, the Governor or the Legislature. To the extent that the police officers qualify for benefits hereunder shall cooperate with the Town in order that the Town may receive the maximum reimbursement allowable.

ARTICLE 22  
LONGEVITY

Section 22.1 Employees covered by the Agreement shall receive an annual longevity pay in accordance with the following schedule:

5 years -	2.0%
10 years -	2.5%
15 years -	3.0%
20 years -	3.5%
25 years -	4.0%

Section 22.2 Longevity Stipend. Any member of the A.P.S.O.A. is eligible to receive an additional fifteen percent (15%) longevity stipend for up to fifty two weeks or one year, upon written request to the Chief, payable weekly. The longevity stipend will be in addition to his/her current longevity payment and will be calculated in the same manner.

Other provisions of the stipend are:

- This is a one time town benefit elected by the employee,
- The benefit, once elected, is for a 52 week period,

- A member must have served a minimum of 8 years with the Andover Police Department in order to receive the benefit,
- A member cannot use more than 6 un-excused sick leave [See Article 16.5 for the definition of “unexcused sick days”] during the time period of this 52 week benefit. If the member uses more than 6 un-excused sick leave days the benefit will cease,
- Once a member selects to utilize the benefit it runs for 52 consecutive weeks. If the employee stops the benefit or if the benefit ceases due to the employee using 6 or more sick leave days, they are not entitled to the remainder of the benefit and have, therefore exhausted his/her right to this one time benefit, and
- The benefit is not retroactive.
- Effective June 26, 2008, this section pertaining to the one-time 15% Longevity shall not apply to new employees hired after that date.

### ARTICLE 23

#### MISCELLANEOUS PROVISIONS

Section 23.1 Should any provision of this Collective Bargaining Agreement be found to be in violation of any Federal or State Law or Civil Service Rule by a court of competent jurisdiction, all other provisions of this Collective Bargaining Agreement shall remain in full force and effect for the duration of this Collective Bargaining Agreement.

Section 23.2 No Discrimination - The parties of this Collective Bargaining Agreement agree that they shall not discriminate against any person because of race, religion, creed, color, natural origin, sex or age and that such persons shall receive the full protection of this Collective Bargaining Agreement.

Section 23.3 Uniform Allowance

Fiscal Year 2015	\$1,000
Fiscal Year 2016	\$1,000

Up to \$300 may be used for work-related civilian clothes subject to approval of the Chief of Police, health club dues may be reimbursed up to \$200 and \$150 may be reimbursed for the purchase of a liability policy from the M.P.A

Beginning July 1, 2002, a uniform allowance account for each individual Officer will be maintained by the Town.

Section 23.4 Provisional Promotions Any Provisional promotions in the ranks of the Superior Officers will be filled with consideration given to seniority in the absence of a valid list.

Section 23.5 Promotional Exams An attempt will be made to have a promotional exam every two years.

Section 23.6 Wellness Program The Town of Andover and the APSOA will adhere to the state statute.

Section 23.7 Smoking Policy The Town of Andover and the APSOA will adhere to the state statute.

Section 23.8 In-service Training In Service training shall be attended by Superior Officers every year as assigned by the department. When attending In Service Training week, Superior Officers will be scheduled to have the weekends off before and after said training. Superior Officers shall have the Friday off during Training week, in exchange for attending firearms training, without compensation, at a later date to be determined by the department. Superior Officers attending the training as outlined in this section, shall receive 4 hours of regular pay. This payment shall be made in the month of June.

Section 23.9 Residence Requirement All Superior Officers covered by this agreement shall reside within fifteen (15) miles of the limits of the Town of Andover and within the Commonwealth of Massachusetts. Said distance, within the Commonwealth,

shall be measured from the closest border limits of Andover to the closest border limits of the city or town in which said member lives.

Section 23.10 Administration of Medical Procedures & Technology The Town agrees to compensate each Superior Officer covered under this agreement \$950.00 per year for being certified and trained in administering all Massachusetts state approved medical procedure and associated technology that are authorized for administration by police first responders currently governed by the Massachusetts Police Training Council, that have been or will be adopted by the Andover Police Department. This annual payment will be made in the first pay period of September, following the successful state required and certification/ re-certification for the approved procedures.

Section 23.11 Driver License/License to Carry All Superior Officers covered by this agreement are required to possess and maintain a valid Massachusetts Drivers License and a valid Massachusetts License to Carry Firearms Permit that has been issued by the Andover Chief of Police. Nothing in this section precludes the Chief from allowing a Superior Officer to carry a firearm on the authority of the Badge.

Section 23.12 Medical and Physical Ability Tests (PATs Tests)

All officers hired by the Town of Andover required to participate in the medical and physical ability tests will be allowed access to the following provisions to prepare for each medical or physical test:

- a. Medical test: If an Officer is scheduled to work a 1700 – 0100 shift the day before the medical test or a 0100 –0900 shift the day of the medical test, he/she shall be entitled to that shift off to rest or prepare for said test. An officer working 0900-1700 the day of the test will be tested in lieu of the officers regular shift assignment. If the test falls on a scheduled day off, the officer will receive eight (8) hours overtime pay.
- b. Physical test: Upon receipt of the required sixteen (16) week notice to prepare for the physical testing the officer will be afforded one (1) hour from his shift duties to train for the test.

If an officer fails any portion of the medical or physical test, the failing officer will be afforded time off to attend Doctor, therapy or other similar appointment to prepare for the retest.

Section 23.13 State Accreditation Superior Officers shall participate in the Massachusetts State Accreditation and / or Certification Program.

Section 23.14 Direct Deposit & Bi-Weekly Pay: Members of the APSOA Local 99 shall participate in weekly direct deposit when the Town of Andover adopts such a program. If and when the Town seeks to move to bi-weekly payroll at some point in the future, it will bargain any impacts that may be required and shall provide the required information to the Accounting office to discontinue receiving paper pay stubs and only receive electronic pay stubs within 60 days of notification that the functionality has been implemented..

Section 23.15 Civil Service The Town is considering the revocation of its acceptance of c. 31 (Civil Service) regarding the process by which it hires and promotes police officers. The Town will notify the Union in writing if and when it decides to pursue this course of action.

Section 23.16 Performance Appraisals The Town and the union will negotiate the implementation of Departmental procedures for the annual assessment and feedback of Superior officer work performance.

Section 23.17 Physical Fitness Incentive Program The Department encourages all officers to participate in the following voluntary physical fitness incentive program. Officers participating in this program will be tested each year during the month of July, using the nationally recognized Cooper Standard. Officers will be tested on sit-ups, 1.5 mile run, and either a one rep bench press or push-ups (officer's choice). The Department will schedule testing dates outside of normal work hours. Officers scoring at or above the minimum standards for each of the four exercises, as listed below, will be awarded a personal day. Officers having six or more unexcused absences during the previous fiscal year will not be eligible to participate in this program. The Department will meet with the Union after the



completion of the first and second year of the program to review and discuss results and standards.

**Physical Assessment Minimum Standards: 1<sup>st</sup> Year Requirements (Male)**

Age	Bench Press	Sit-ups	Push-ups	1.5 Mile Run
20-29	.99	38	29	12:29
30-39	.88	35	24	12:53
40-49	.80	29	18	13:50
50-59	.71	24	13	15:14

**Physical Assessment Minimum Standards: 2<sup>nd</sup> Year (and after) Requirements (Male)**

Age	Bench Press	Sit-ups	Push-ups	1.5 Mile Run
20-29	1.06	40	33	11:58
30-39	.93	36	27	12:25
40-49	.84	31	21	13:05
50-59	.75	26	15	14:33

**Physical Assessment Minimum Standards: 1<sup>st</sup> Year Requirements (Female)**

Age	Bench Press	Sit-ups	Push-ups	1.5 Mile Run
20-29	.59	32	15	15:05
30-39	.53	25	11	15:56
40-49	.50	20	9	17:11
50-59	.44	14	n/a	19:10

**Physical Assessment Minimum Standards: 2<sup>nd</sup> Year (and after) Requirements (Female)**

Age	Bench Press	Sit-ups	Push-ups	1.5 Mile Run
20-29	.65	35	18	14:15
30-39	.57	27	14	15:14
40-49	.52	22	11	16:13
50-59	.46	17	n/a	18:05

**ARTICLE 24**

**SPECIAL SUPERVISORY REQUIREMENTS**

Section 24.1 Staff Meetings – The Chief of the Department may call staff meetings at his discretion which all superior officers may be required to attend. Compensation for attendance shall be for a minimum of (4) hours at time and one-half for the first four hours except any supervisor on duty shall receive only his regular pay as may apply under the terms and conditions of this Agreement.

Section 24.2 Education and Professional Development All newly appointed Sergeants shall be required to attend and successfully pass at least forty (40) hours of accredited or recognized instruction in a program satisfactory to the Chief which is directly related to police administration or any other course which is directly related to the performance of their work as Sergeants. The scheduling of the training shall be at the discretion of the Chief and within the time period of this Agreement provided, however, if a course is unavailable within the prescribed time period, an officer may, with the Chief's approval, attend an equivalent course and he shall be compensated for said course expense by the Town. The Town will reimburse the officers for all courses passed with a grade of C or better for the cost of tuition, however, all other costs associated with attendance at such courses shall be borne by the individual officer. In addition, if an officer has already successfully passed an equivalent course as is required by the Town, the Town may substitute that course in lieu of the required courses.

Lieutenants will be given opportunities to attend command and executive training. Sergeants will also be given opportunities for leadership training in addition to the basic Sergeants school. Attendance at these limited educational opportunities shall (be) based on the availability of funding, seniority, and the discretion of the Chief.

## ARTICLE 25

### REPRESENTATION OF SUPERIOR OFFICERS

Section 25.1 The Town of Andover shall provide the superior officers with legal defense selected by the Town in all matters brought against them connected with the performance

of their duties as officers within the Andover Police Department, including, but not limited to, such matters as enforcing departmental policy, false arrest, etc.

ARTICLE 26  
STABILITY OF AGREEMENT

Section 26.1 No amendment, alteration, or variation of the terms or provisions of this Agreement shall bind the parties hereto unless made and executed in writing.

Section 26.2 The failure of the Employer or the Employee to insist, in any one or more situations, upon performance of any of the terms or provisions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Employer or the Employee to future performance of any such term or provision and the obligations of the Employee and the Employer to such future performance shall continue in full force and effect.

ARTICLE 27  
PAYROLL DEDUCTION OF ASSOCIATION DUES AND AGENCY SERVICE FEE

Section 27.1 Pursuant to the provisions of Mass. General Laws, Chapter 180, Section 17A and Mass. General Laws, Chapter 150E, Section 12, Association dues and agency service fee shall be deducted.

ARTICLE 28  
ASSOCIATION LEAVE

Section 28.1 Eight (8) days total per fiscal year to be allowed for attending hearings, conferences, seminars, etc., regarding Association business, etc. Appropriate notice to the Chief is required. No more than four officers may be off at any one time without prior approval of the Chief.

Section 28.2 In those years in which the NEPBA hold its convention for the purpose of electing its officers, in addition to the eight (8) days of Union leave, one delegate and one alternate to said convention each will be allowed up to 3 days off with pay provided the dates of the actual convention (not travel days) fall on scheduled work days of the chosen delegate and alternate.

## ARTICLE 29

### MATERNITY LEAVE

Section 29.1 The purpose of this article is to ensure that female officers, who are pregnant, will be fully utilized in a capacity that will not endanger the officer, the fetus, other officers, or the general public. This article is intended to extend to the officers the opportunity to modify their duties and responsibilities during the term of their pregnancy. The department and the Union recognize that pregnancy is not a disability. Each pregnancy is different, and pregnant officers have the right to be treated as individuals with decisions about their ability to work based upon their individual pregnancies and their respective current assignment.

We further recognize that both state and federal law prohibit discrimination on the basis of pregnancy. Accordingly, the fact that an officer has become pregnant shall not be cause for any involuntary change in the terms and conditions of her employment. However, if it is determined that the officer is unable to perform the essential functions of the current assignment or is placing herself or other officers safety in jeopardy as a result of being unable to perform the functions of her assignment, then said officer may be reassigned to other duties as outlined in Section 2. We further recognize that pregnancy is a personal and confidential matter. No officer shall be required to disclose that she is pregnant. Any officer who does disclose her pregnancy shall be entitled to have all information relating to the pregnancy kept confidential.

Section 29.2. The Department and the Union recognize that some officers may desire a change in duties during their pregnancy because of concern for their health or safety or for the health and safety of their fetus. In addition, pregnant officers may become medically unable to perform the essential functions of their position. Therefore, the Department will honor the request of any pregnant officer to be placed on modified duty under this section. After a request is received the Department shall assign the officer to non confrontational administrative duties. The officer would be assigned to the day shift commander and assigned to duties as needed inside the station. These duties may include:

1. Communications
2. Desk Operations
3. General clerical work
4. Warrant management
5. Training
6. Crime prevention services
7. Medial relations
8. Computer Operations
9. Evidence room Duty
10. Court officer duties
11. Such other limited duty assignments as may be agreed upon.

These assignments shall be on an administrative schedule (Monday through Friday 0845-1700). The officer can continue to receive the same incentives she was receiving prior to reassignment (i.e., Night shift differential) or she can opt to not receive the night shift differential and receive accumulated days in the same manner as other officers currently on the administrative schedule. Modified duty shall not limit court time, or overtime for the assigned position which the officer is capable of performing. The officer would continue to wear the department uniform until it becomes impracticable to do so. That time would be determined by the officer. At that time the officer may wear maternity clothing appropriate for the office.

Section 29.3. Upon request, an officer shall be exempted from qualification with her weapon during the course of her pregnancy. She shall not be required to re-qualify until the conclusion of her maternity leave.

Section 29.4. A pregnant employee shall be eligible to take accrued leave during her pregnancy, and post deliver. Employees will be entitled to all benefits and rights under the Family and Medical Leave Act.

Section 29.5. Subject to the operating needs of the department, any employee may be granted leave utilizing their accrued time in order to attend to the birth, adoption or care of a new child. Employees will be entitled to all benefits and rights under the Family and Medical Leave Act.

### ARTICLE 30

#### DURATION

This agreement shall be effective as of July 1, 2016 and shall continue in full force and effect until and including June 30, 2019 or until such time as a new Agreement is reached.

After implementation of this agreement either party may notify the other of its intention to commence bargaining for a successor Agreement, and the parties shall proceed forthwith to bargain collectively with respect thereto.

This agreement represents the entire agreement of the parties and may not be reopened except as provided herein during its terms.

This Memorandum of Understanding between the parties is entered into on this 22<sup>nd</sup> day of March, 2017.

For the Andover Police Superior Officers

Association NEPBA Local 99:

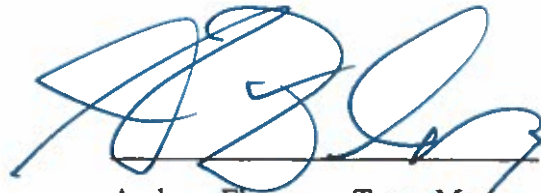
For the Town of Andover:



Christopher Moore, President



Stephen Neal, Vice President



Andrew Flanagan, Town Manager



Patrick E. Keefe, Chief of Police

#### ATTACHMENT "A"

#### AGREEMENT FOR REFERRAL TO AND CONDUCT OF FITNESS FOR DUTY MEDICAL EXAMINATIONS UNRELATED TO ON DUTY ILLNESS OR INJURY

The Town of Andover and the Andover Police Superior Officers Association agree to the following terms and conditions to be used in all cases where the Town wishes to refer a superior officer for a fitness for duty medical examination related to an illness or injury sustained by the superior officer other than in the line of duty. Nothing in this agreement shall prevent the Town from requiring a fitness for duty exam if the employee presents him/herself with an obvious injury or condition that may prevent them from performing the duties or functions of a police officer.

1. No superior officer shall be referred for a fitness for duty medical examination unless he/she has been absent due to illness or injury for forty (40) consecutive work days. If an employee returns to work from an illness or injury prior to the forty (40) consecutive working days limit and then within a ninety (90) day period from the date he/she returns to work and goes out sick again for the same or related illness or injury, then the forty (40) day cap would be put into effect and said employee may be required to take an examination as is stated in this

agreement. Although an employee may be entitled to use accrued time (vacation time, holiday, holiday due, personal days, accrued days, etc.) in lieu of sick time, said usage will not interrupt what is considered to be the forty consecutive string of sick days.

2. Although the Town need not refer all officers for medical examination after their absences have exceeded forty (40) consecutive working days, if it refers any officer for a particular illness or injury, it shall refer all officers who are absent for the same or substantially similar illness or injury.
3. When conducting a fitness for duty medical examination, the reviewing physician shall use the job task analysis previously performed by the Town and accepted by the Association and the departmental job description for the position held by the superior officer being examined. Any opinion by such physician as to fitness for duty shall be based exclusively upon such job task analysis and the departmental job description.
4. Any medical tests performed by the physician conducting a fitness for duty examination shall be limited to tests customarily conducted by competent physicians for the illness or injury which led to the absence for which the superior officer is being examined.
5. Any release of medical records collateral to a fitness for duty medical evaluation shall be confined to: 1) medical records generated during and relating to the illness or injury which caused the absence for which the superior officer is being examined, 2) the superior officer's medical records in the possession of the Town's Occupational Health program and 3) medical information from the employee for the period of eighteen (18) months prior to the date of the illness or injury for which the employee is being examined. Upon request, a superior officer shall provide such information to the examining physician prior to the examination.



6. Prior to conducting a fitness for duty examination upon any superior officer, the examining physician shall sign and be bound by an agreement to keep strictly confidential any medical information developed or obtained by him/her in the course of, or for purposes of, such examination, unless expressly authorized in writing by the superior officer to release any of such information. The examining physician may provide his/her opinion as to whether the superior officer is fit to perform the essential functions of his/her position with or without reasonable accommodation in accordance with the criteria, regulations and requirements of the Americans with Disabilities Act. The examining physician may provide his/her opinion as to the superior officer's fitness for duty to the Town Personnel Director or assignee due to Personnel Director's absence without violating the terms of this provision or any confidentiality agreement signed hereunder. Where the examining physician finds that the officer is not fit for duty, the physician shall list the specific tasks from the applicable job task analysis and job description which the physician does not believe a superior officer can perform. Any and all correspondence between the Town and the Occupational health physician pertaining to all the facts and circumstances of the superior officer shall be provided to the superior officer at the time of dissemination or receipt by the Town.
7. It is the employee's obligation to communicate with the Town's Occupational Health Nurse in an effort to keep the Town abreast of any scheduled examinations. This will enable the Town to schedule, in a timely fashion, any necessary or required medical examinations with the Town's physician. The Occupational Health nurse will determine a reasonable frequency of communication. Once a superior officer is approved to return to work by his/her physician from a period of absence due to illness or injury which was not work related, and the Town requests that such superior officer undergo a fitness for duty examination prior to returning, the superior officer shall, at the time of the Town's request, be placed on paid administrative leave pending the conduct of the examination and the resolution of the officer's fitness for duty status.

8. If a superior officer and his/her physician disagrees with the opinion of the Town's physician then the superior officer shall be referred for another examination to a third physician selected mutually by the Town's physician and the employee's physician. The superior officer shall have a maximum of sixty (60) days from the date of the Town physician's decision to both mutually agree upon a third physician and to have an appointment date with the third physician. If the superior officer has not complied with the above two procedures, then he/she will be deleted from paid administrative leave status. If the two physicians cannot mutually agree upon the third physician within the first thirty (30) days after the Town's physician's decision, then the aggrieved employee and his/her representative shall meet with the Town to discuss the problem and establish steps to resolve the issue. The Town and the superior officer shall be bound by the opinion of the third physician. The superior officer shall make every reasonable effort to attend the scheduled examinations given by the third physician. Any failure to attend said examinations will be cause for removal for paid administrative leave status unless the absence is for emergency or extenuating situations.
9. Nothing in this agreement shall be deemed to diminish any rights which the Town and the Association have under law to provide and/or to have reasonable accommodation for any disability which may limit or impair such superior officer's fitness for duty.
10. The cost of medical examinations by the Town's physician and by the third mutually agreed upon physician shall be paid for by the Town.

*Agreed upon 7/17/96*